

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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**FILE:** B-217318 **DATE:** March 25, 1985  
**MATTER OF:** Goodman Ball, Inc.

**DIGEST:**

Solicitation statement that "it is anticipated that one contract will be awarded" does not preclude multiple awards, where solicitation also states "Government may accept any item or group of items of a bid," as only a clear prohibition of multiple awards will bind an agency to making an aggregate award.

Goodman Ball, Inc., protests the award of a contract to Granite State Machine, Inc., under invitation for bids (IFB) No. N00033-84-B-0152, issued by the Military Sealift Command (MSC), Department of the Navy (Navy). Goodman Ball contends it was entitled to an aggregate award as required.

We deny the protest.

The IFB required delivery of cargo drop reels (unrep gear) for the overhaul of the USNS Saturn. Three bids were opened on August 31, 1984, and consisted of nine line items, with the aggregate bids being:

Dohrman Machine Production, Inc.	\$224,340.23
Goodman Ball, Inc.	\$302,019.00
Granite State Machine, Inc.	\$306,125.00

Dohrman was found nonresponsive because it was unable to obtain subcontracted material in time to meet the delivery schedule. Granite State wrote the Navy on September 12, 1984, and requested that an award for item 0001 be made to Granite State should an aggregate award not be made to Dohrman.

When award could not be made to Dohrman, a preaward survey of Goodman Ball was performed by the cognizant Defense Contract Administration Services Management Area (DCASMA). While the preaward survey was being performed, Goodman Ball wrote the contracting officer and objected to a split award being made because its costs were shared with all items in the solicitation.

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At the same time that DCASMA was conducting a preaward survey of Goodman Ball, the Navy inquired about Granite State. DCASMA advised MSC that it would recommend a full award to Granite State based on its knowledge of that company and a recent preaward survey.

On November 30, 1984, the contracting officer awarded a contract for items 0002, 0005 and 0008 to Goodman Ball for \$36,660 and the other items were awarded to Granite State for \$240,850. Making the multiple awards resulted in a \$22,000 savings over an aggregate award to Goodman Ball.

Goodman Ball bases its protest, that an aggregate award was required, on its interpretation of the language in clauses M-3 and M-4 of the solicitation, which read as follows:

"M-3. It is anticipated that one contract will be awarded as a result of this solicitation.

"M-4. EVALUATION OF OFFERS AND AWARD.  
Attention is directed to clause 8 of the Solicitation Instructions, Conditions and Notices to offerors which provides that the contract will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered."

Goodman Ball contends that the fact that the solicitation stated that it was "anticipated that one contract will be awarded" is clear evidence of the intent to award only one contract. Further, the fact that clause M-4 of the solicitation states that "the contract will be awarded to that responsible offeror" (emphasis added) shows, by the use of the singular, that only one contract was intended to be awarded. In addition, Goodman Ball contends that since the solicitation did not include the Federal Acquisition Regulation (FAR), 48 C.F.R. § 52.214-22 (1984), Evaluation of Bids for Multiple Awards clause, multiple awards are precluded.

The Navy argues that the solicitation, at section "L," paragraph "C," allowed it to make multiple awards as the IFB incorporates 48 C.F.R. § 52.214.10, which paragraph states:

"(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid."

Where the "method of award" clause does not specifically require an aggregate award, multiple awards may be made. The Interior Steel Equipment Company, B-209016, Feb. 8, 1983, 83-1 C.P.D. ¶ 139. Of course, Goodman Ball could have bid on an all or none basis. Section "L," paragraph "C," of the solicitation clearly contemplates the use of multiple awards, if appropriate. We do not agree with Goodman Ball that clause M-3, in which it is stated that "it is anticipated that one contract will be awarded," mandates the making of an aggregate award. That a course of action is anticipated does not mean the course of action must or shall be taken. Moreover, our Office consistently has required award on the basis of the most favorable overall cost to the government. Our decisions indicate that where multiple awards are not prohibited by the solicitation and result in the lowest overall cost to the government, separate awards to different bidders who are low as to the item each is awarded, rather than an aggregate award, are proper. Engineering Research, Inc., B-188731, June 15, 1977, 77-1 C.P.D. ¶ 431. In Granite State Machine Co., Inc., B-199644, Nov. 26, 1980, 80-2 C.P.D. ¶ 396, we held that the failure to include the clause "Evaluation of Offers for Multiple Awards" did not preclude the making of multiple awards and that the use of singular words such as offeror does not preclude multiple awards, as clear language is required to override section "L," paragraph "C," which provides for award by item.

Goodman Ball also argues that since the solicitation required testing of items 0001 and 0002 using identical technical specifications and the two components mate together, the two components had to be tested together and the two items could not be separately awarded. However, as the Navy points out, testing of items 0001 and 0002 together is not required by the solicitation and the requirement for identical testing procedures does not require that an aggregate award be made.

Accordingly, the Navy had the right to make split awards under the solicitation and the protest is denied. However, the Navy recognizes that the award language could be misconstrued and has indicated it will not be used in future solicitations.

*Harry R. Van Cleve*  
Harry R. Van Cleve  
General Counsel

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